

1 SUPERIOR COURT
2 JUDICIAL DISTRICT OF FAIRFIELD
3 AT BRIDGEPORT
4 STATE OF CONNECTICUT

COPY

5 CV 02-0396010 S
6 DECEMBER 20, 2002

7 -----
8 ROBERT J. CULLEN
9 Plaintiff

10 -vs-

11 UNIVERSITY OF BRIDGEPORT
12 Defendant
13 -----

14
15 DEPOSITION OF ROBERT J. CULLEN

16 APPEARANCES:

17 LAW OFFICES OF JOHN R. WILLIAMS
18 Attorney for the Plaintiff
19 51 Elm Street
20 New Haven, Connecticut 06510
21 BY: KATRENA ENGSTROM, ESQ.

22 COHEN AND WOLF, PC
23 Attorney for the Defendant
24 1115 Broad Street
25 Bridgeport, Connecticut 06604
BY: STUART M. KATZ, ESQ.

(Continued)

Reported by:
Linda M. Festa
CT License 00083

1 ALSO PRESENT:

2 CARRIE LARSON
3 COHEN AND WOLF, PC

4 Deposition of ROBERT J. CULLEN, a Plaintiff
5 in the hereinbefore-entitled action, taken by the
6 Defendant, pursuant to Notice before Linda M.
7 Festa, a duly qualified Notary Public in and for
8 the State of Connecticut, held at the law offices
9 of Cohen and Wolf, PC; 1115 Broad Street;
10 Bridgeport, Connecticut, on December 20, 2002, at
11 11:45 AM.

12 S T I P U L A T I O N S

13 It is hereby stipulated and agreed by and
14 between counsel for the respective parties that
15 all formalities in connection with taking of this
16 deposition, including time, place, sufficiency of
17 notice and the authority of the officer before
18 whom it is being taken may be and are hereby
19 waived;

20 It is further stipulated and agreed that
21 objections other than as to form are reserved to
22 the time of trial;

23 It is further stipulated and agreed that a
24 Notary Public may notarize said deposition;

25 It is further stipulated and agreed that a

1 certified copy of said deposition is to be filed
2 with the Superior Court at Bridgeport,
3 Connecticut upon request.

4 (Defendant's Exhibit 1 marked for
5 Identification.)

6 ROBERT J. CULLEN, a Plaintiff,
7 being examined by counsel on behalf of
8 the Defendant, having been first duly
9 sworn, deposed and testified on his oath
10 as follows:

11 THE REPORTER: For the record, would
12 you please state your full name and
13 present address.

14 THE WITNESS: Robert J. Cullen; 147
15 Alsace Street; Bridgeport, Connecticut
16 06604.

17 DIRECT EXAMINATION

18 BY MR. KATZ:

19 Q Good afternoon, Mr. Cullen. My name
20 is Stuart Katz. I along with Carrie Larson and
21 the rest of my firm represent the University of
22 Bridgeport in this lawsuit which you have
23 commenced as the plaintiff.

24 A Uh-huh.

25 Q Have you ever had your deposition

1 taken ever before?

2 A No.

3 Q Okay. Let me tell you a little bit
4 about the process.

5 Obviously, everything that you and I
6 say and everyone else for that matter is being
7 recorded, so it's important for only one person
8 to speak at a time.

9 I'm going to ask you a series of
10 questions, and you're going to give me a series
11 of answers. If you don't understand any of my
12 questions, please ask me to rephrase it; and I'll
13 do the best I can to rephrase it.

14 If you answer a question, I'm going to
15 assume that you've understood it.

16 If you need to speak to your attorney
17 at any point in time, just let us know; but if
18 you need to take a break, just let us know.

19 Are you under the influence of any
20 drugs or alcohol that are going to prevent you
21 from answering questions today?

22 A No.

23 Q Do you have any questions before we
24 get started?

25 A No.

1 Q Okay. Can you start off by giving me
2 your educational background to date?

3 A I did my bachelor's at the City
4 University of New York, Lehman College between
5 the years 1990 and about 1995. I officially
6 graduated in 1994 with honors, Phi Beta Kappa,
7 summa cum laude, with a major in exercise and
8 sports science, physical education.

9 I also started my pre-med course work
10 then. After Lehman, I went to NYU to work on a
11 master's in humanities. I interrupted that to go
12 to the University of Bridgeport where in 1998 I
13 started the naturopathic college program as the
14 third semester coming in.

15 And also, presently, I'm working on a
16 master's in humanities at California State
17 University.

18 Q When did you start that course work,
19 the present course work?

20 A Actually, I was just accepted, and the
21 semester beginning in this January that's
22 starting.

23 Q Are you relocating?

24 A No.

25 Q So you can take that course work from

1 here?

2 A Yes.

3 Q Is this a continuation of the course
4 work you started at NYU?

5 A It could be, just depends on how long
6 the master's takes.

7 Q Are you currently employed?

8 A Yes.

9 Q Where are you employed?

10 A I work for Butler Business School,
11 Sawyer Schools here in Bridgeport.

12 Q What do you do there?

13 A I teach basic medical science and
14 clinical medical laboratory, and I'm also the
15 department head of the campus for the medical
16 assisting program.

17 Q How long have you been employed there?

18 A Coming up this February, March, I
19 think, it's about three years.

20 Q Have you always had the same
21 responsibilities at that school?

22 A No. I began part-time while I was in
23 school at U.B.

24 Q How long have you been full-time?

25 A Full-time about two years; and for me

1 full-time is twenty hours a week with full-time
2 benefits.

3 Q Are you going to be continuing in that
4 position once you start your studies again?

5 A Yes.

6 Q I'm going to show you what's already
7 been marked as Defendant's Exhibit 1, and ask you
8 just to take a look at that, and let me know if
9 you recognize the document?

10 A Uh-huh, I do.

11 Q What do you recognize it to be?

12 A Umm, it is the suit -- I would guess
13 it's a legal document as it was submitted from
14 the state.

15 Q Have you seen it before?

16 A Yes.

17 Q When was the last time you looked at
18 it?

19 A Couple of weeks ago at my -- I have my
20 own copy.

21 Q I'm going to ask you questions, and
22 you can feel free to refer to the document if you
23 need to. I'll refer you to the paragraph that
24 I'm inquiring about to the best of my ability.
25 The pages are not numbered.

1 On the first page with the heading
2 complaint which you have in front of you,
3 Paragraph 1 indicates that you hold a bachelor's
4 degree summa cum laude.

5 And is that the degree that you
6 referred to earlier from the City University of
7 New York?

8 A Yes.

9 Q You were admitted as an undergraduate
10 to Phi Beta Kappa?

11 A Yes.

12 Q That was also through the City
13 University?

14 A Same school, yes.

15 Q Okay. In Paragraph Number 3 which
16 begins with the words in August of 1997 --

17 A Uh-huh.

18 Q -- do you see that? Okay. Let me ask
19 you a couple of questions about your enrollment
20 at the University of Bridgeport.

21 When did you first apply to the
22 College of Naturopathic Medicine?

23 A I started class in August of '98.
24 Earlier than that I had applied, and I'm not
25 exactly sure if I waited a year after I applied

1 as I got the rest of the prerequisite down, but I
2 began class in August of '98.

3 Q Now, it says August of '97 you
4 matriculated. Is that a mistake?

5 A I'd have to look at my records. A
6 lot of the application process started early, and
7 the school was -- was up and coming. Basically,
8 it had just been established.

9 Q You believe that you didn't start
10 classes until August of '98?

11 A Right.

12 Q And in that same Paragraph Number 3,
13 it says that you committed years of your life and
14 substantial sums of money to the university in
15 pursuing this degree. I'm paraphrasing.

16 How long did you study at the
17 University of Bridgeport?

18 A Four years.

19 Q From what date to what date?

20 A August '98 when I started till the end
21 of March of this year.

22 Q Of 2002?

23 A Uh-huh, yes.

24 Q Approximately, how much did you pay in
25 tuition to the University of Bridgeport during

1 that time period?

2 A I would guesstimate in terms of the
3 student loans I took out for four years,
4 approximately, \$70,000.

5 Q Again, that's a figure based on the
6 loans that you took out, not necessarily what the
7 tuition was?

8 A Right because living expenses are
9 included in that.

10 Q As you sit here, do you recall what
11 the tuition was or you don't?

12 A Somewhere between \$12,000 and \$15,000
13 a year.

14 Q Now, what's your current status at the
15 university? Are you still enrolled?

16 A Yes.

17 Q The fact that you're enrolled means
18 what to you?

19 A Well, I took a leave of absence; and
20 the fact that I'm enrolled means -- I guess, I'm
21 still on the books there.

22 Q But you're not currently taking any
23 classes there?

24 A I have not taken classes since I
25 interrupted the spring semester in 2002.

1 Q Do you have any intention of taking
2 any more classes?

3 A As it stands right now, I do not.

4 Q Is there anything that would change
5 your mind and lead you to take classes at the
6 University of Bridgeport?

7 A Not after all of the experience there.

8 Q So do you intend to withdraw the
9 program as you understand it?

10 A I do not believe I will be pursuing a
11 naturopathic medical degree.

12 Q Or not at the University of
13 Bridgeport?

14 A Not at the University of Bridgeport.

15 Q Okay. And Paragraph 4 of the
16 complaint which starts on that page and continues
17 to the next page, there are a number of
18 subsections, A through F.

19 I'm going to ask you to provide for me
20 with regard to each of the statements contained
21 in Paragraph 4 what information you have to
22 support the statement.

23 So, for example, it says that in
24 exchange for your commitment of money and time,
25 the university agreed to provide you with certain

1 things.

2 The first one is in Subsection A,
3 graduate program with experienced faculty and an
4 experienced dean, all of whom were the holders of
5 degrees in the field. See where it says that?

6 A Yes.

7 Q What's your basis for that statement?

8 A From what I understand, I teach in a
9 professional program, and I have not seen
10 professional programs that are not run by people
11 in that profession.

12 Q Okay. But prior to the time that you
13 enrolled at the University of Bridgeport, did
14 anyone at the university make any representations
15 to you about the fact that the program would have
16 an experienced faculty and experienced dean, all
17 of whom were holders of degrees in the field?

18 MS. ENGSTROM: Objection, multiple

19 --

20 BY MR. KATZ:

21 Q You can answer the question.

22 MS. ENGSTROM: Do you understand
23 what his question was? He can rephrase it if you
24 don't.

25 A Can you rephrase it?

1 Q Sure. In 4A you stated that the
2 school promised to provide you with a graduate
3 program with an experienced faculty and
4 experienced dean, all of whom were holders of
5 degrees in the field. My question is who said
6 that to you?

7 A During my admission interview, the
8 school was described as being able to train
9 people that came in.

10 Q By whom; who described that?

11 A Who were the people during the
12 interview?

13 Q Yes.

14 A The three people that sat in my
15 interview were Miriam Madwed, the admission
16 coordinator; Dr. Howard Fine, the naturopath
17 M.D.; and I believe a faculty member from biology
18 who I do not know but I've seen in the biology
19 building.

20 At that time, there was no dean of the
21 school. I was interviewed for an hour. We were
22 able to ask questions, and I was interviewed.

23 And the promise for the context was
24 that we were going run the school as a
25 professional school, and that we would be brought

1 up to those standards when we got out.

2 Q So your recollection is that's the
3 closest thing that anybody said during that
4 interview to you, said here in Paragraph 4A, or
5 did someone say anything more specific to promise
6 you an experienced faculty and experienced dean?

7 A Well, I did ask what the affiliations
8 were for the university. Like NEASC, their
9 standards were very rigorous. The school is an
10 umbrella, accredited by NEASC, and that is in the
11 spirit of the accreditation.

12 Q Do you believe that the accreditation
13 requires the dean and/or the faculty all to have
14 degrees in the field?

15 MS. ENGSTROM: Objection as to the
16 form, vague. When you say degrees in the field,
17 what field?

18 MR. KATZ: Naturopath.

19 A Do I believe the --

20 BY MR. KATZ:

21 Q Is it your understanding that in order
22 to be accredited -- in order for the program to
23 be accredited, the dean has to have a degree in
24 the specific field of naturopath?

25 A Yes.

1 Q Is it your belief that in order to be
2 accredited, every member of the faculty has to
3 have a degree as well?

4 A Some basic course work, no; but I
5 would say anything after the generic course
6 work -- I was taught gynecology by a
7 chiropractor. You can't practice gynecology.

8 Q I won't comment on that, but my
9 question is what is your basis for your belief
10 that a requirement to be accredited, every member
11 of the faculty has to have a degree? Have you
12 read anything?

13 A Yes.

14 Q What have you read to --

15 A NEASC accreditation standards are
16 available on the web. They're twenty-five pages
17 long. When I was able -- when I read them, I was
18 able to make comments about violations on every
19 page of the NEASC accreditation.

20 The professional accreditor is CNME,
21 Counsel of Naturopathic Medical Examiners, and
22 they defer to NEASC. They have no federal
23 standing. They were stripped of the standing
24 during my time in school.

25 Q Just to go back, it's your belief

1 these accreditation standards require both the
2 dean and faculty of the program all to have
3 degrees in naturopathic --

4 A I wouldn't be as absolute as all, but
5 they have to be in the spirit of the
6 accreditation.

7 Q Okay. Moving on to 4B, in your
8 complaint you say that the university agreed to
9 provide you with a list of courses in the field
10 which actually would be given, which would meet
11 regularly and at stated times?

12 A Yes.

13 Q Who on behalf of the university
14 promised to provide you with that?

15 A This is in the catalog. It is how
16 every school I've been to runs. When they state
17 course work, they put it up on the walls for
18 every semester. It's just part of how you run a
19 school.

20 Q Okay. And 4C you say, the university
21 promised to provide you with a clinical program
22 in which clinical sessions would take place with
23 regularity and would actually provide clinical
24 experience at each meeting. Who promised that to
25 you?

1 A Part of the curriculum is a certain
2 hour amount in clinic, and there was a manual
3 about a half inch thick that had to be completed
4 during clinic.

5 Q When were you first provided with
6 that?

7 A I began in clinic my fourth semester,
8 so this was the summer, beginning towards getting
9 orientated towards clinic. That's when that was
10 given.

11 Q 4D you say the university agreed to
12 provide a complete education in the field in a
13 four-year full-time course of study?

14 A Yes.

15 Q What's your basis for saying that's
16 what the university agreed to provide to you?

17 A They write in the catalog that it
18 takes four years full-time to complete the
19 degree, and you would be able to sit for
20 licensure at the end of those four years.

21 Q Other than the catalog, did anybody
22 else make any statements to you about --

23 A It's an assumed that's as soon as you
24 can graduate, four years.

25 Q So it could take longer than four

1 years?

2 A If you're messed up basically.

3 Q What do you mean by messed up?

4 A Some schools have had five-year
5 programs written into their curriculum. People
6 who fail courses, obviously, are delayed, people
7 who take leaves of absences, things like that.

8 Q Okay. But you couldn't do it in a
9 time frame quicker than four years?

10 A I don't think they would let you.
11 There was a school that had an accelerated
12 curriculum. It was in a catalog. It's not in
13 their catalog.

14 Q In 4E you indicate the defendant
15 agreed to provide a minimum fixed number of hours
16 which each course in the field would meet as
17 required by national and regional standards
18 within the field of naturopathic medicine?

19 A Yes.

20 Q What's your basis for saying that's
21 what you were promised?

22 A The professional accreditor, the CNME,
23 has a mandate that certain hour exposure happens
24 in educating the students.

25 There's an outline they have; and if a

1 school doesn't meet that, they will actually not
2 be able to have their students sit for the
3 licensure exam.

4 Q When did you learn about that
5 requirement?

6 A We were visited by CNME. We were
7 given outlines to study, curriculum guides; and
8 that happened at least a year, two years into the
9 study.

10 Q So sometime in '99 or 2000?

11 A Along those lines. It wasn't something
12 that was presented day one of sitting in class.

13 Q Okay. In 4F you indicate the
14 defendant agreed to provide you with placement in
15 the offices of naturopathic physicians for
16 mandatory preceptoring?

17 A Yes.

18 Q How was that promise made to you?

19 A As a requirement in the curriculum for
20 facilitation towards completing the degree
21 towards getting everything done to bridge the
22 student into those physician's offices because
23 there are very few opportunities as part of the
24 school's obligation to get us out.

25 Q Okay. Now, it's your belief, as I

1 understand it, that these things you just
2 described that are set forth in Paragraph 4 are
3 the terms of some -- of the contract between you
4 and the university. Is that a fair
5 understanding?

6 A Yes.

7 Q Other than the sources that you
8 described for the knowledge of those various
9 things, is there anything else that you believe
10 supports your basis for claiming that there
11 wasn't such an agreement?

12 A I work in a school that gives a
13 professional degree; and if people come in at a
14 certain time, the catalog of that time is what we
15 have to give them, is the binding agreement.

16 Even NEASC standards has a section
17 which says this is how member schools are to
18 relate to their students, and it's very specific
19 with contractual stuff because it's very easy for
20 a school to not do things. No one is watching
21 all the time.

22 Q Let me ask the question a slightly
23 different way.

24 Did you receive any catalog or
25 handbook when you enrolled at the University of

1 Bridgeport that set forth the items that you
2 described here in Paragraph 4 as the terms of an
3 agreement between you and the university?

4 A The catalog I have is what was of that
5 year, yes.

6 Q And is it your position that catalog
7 would identify all those terms?

8 A It sets forth how they're going to run
9 the school, and what we're going to take, and the
10 hours for each class, when things are going to
11 happen; and so it's the course of action for what
12 they have to do.

13 Q Did you bring that with you today?

14 A There was a copy, I believe, in the
15 folder.

16 MR. KATZ: May I?

17 MS. ENGSTROM: Do you want to --

18 THE WITNESS: Sure.

19 MR. KATZ: We can go off the
20 record for a moment.

21 (Off the record discussion held.)

22 MS. ENGSTROM: Can we just take a
23 break for a second?

24 MR. KATZ: Sure.

25 (Eight minute break taken.)

1 BY MR. KATZ:

2 Q Mr. Cullen, you provided to me a copy
3 of the University of Bridgeport catalog for the
4 1997/1998 academic term; is that right?

5 A Yes.

6 Q I'm going to refer to it. I'm not
7 actually going to take it from you to keep. I
8 can probably get my hands on a copy.

9 A Okay.

10 Q It appears to me that the relevant
11 section of this catalog starts on Page 62; is
12 that fair to say?

13 A Yes.

14 Q Okay. I believe based on your earlier
15 testimony, it's your belief that this catalog
16 constitutes the contract between you and the
17 university with regard to the degree that you
18 were pursuing?

19 A Yes.

20 Q Okay. Is there anything outside this
21 course catalog that you believe was part of that
22 contract, any written document?

23 A Just the accreditation body's
24 parameters on how a school should behave.

25 Q Those are parameters or guidelines

1 issued by a third party. That's not something by
2 you and the university?

3 A No, but it's how the university is
4 supposed to behave. It's their affiliation.

5 Q I'm just trying to find out, is there
6 anything else that the university provided you
7 with, a student agreement that you're suing on --

8 A Just a lot of earnest promises that we
9 would get what we needed.

10 Q But nothing else in writing?

11 A No. There was a catalog before this,
12 which this book didn't exist when I first went
13 into the school. There was a catalog that was
14 loose papers.

15 I can look through this folder to see
16 if it's the same thing. It's been rare to find.
17 I don't have it.

18 It might be different. It would
19 probably be closer to when I came in. This is
20 sort of -- it transferred into the university's
21 general course catalog, and I can't say if it's
22 exactly the same; but this is what I had when I
23 first started. And I started ticking off the
24 class work that I had done.

25 Q I would ask that if you are able to

1 locate the other material you're referring to,
2 that your attorneys provide us a copy?

3 A Yes.

4 Q Okay. Looking back at the complaint,
5 in Paragraph 5 you list a variety of ways that
6 you believe the university has breached its
7 agreement with you; is that fair to say?

8 A Yes.

9 Q 5A you indicate that when you began
10 your studies in August of '97, there was no dean.
11 Do you see that?

12 A Yes.

13 Q Now, earlier you testified that you
14 actually first started classes in August of '98?

15 A Yes.

16 Q And in August of '98, was there a
17 dean?

18 A No.

19 Q When do you believe that a dean was
20 first on the scene?

21 A Well, there was a dean before who
22 started the first two semesters, Jim Sensenig. He
23 established the school, so I'm thinking that
24 started 1996, 1997.

25 The first semester which was two

1 semesters behind us might have started in the
2 spring of ninety -- spring of '96, fall of '97 he
3 was there, and he resigned.

4 When I came in, he had left; and there
5 was no dean for the school. There was someone
6 sitting in who was a faculty member as an acting
7 dean.

8 Q Do you recall who that was?

9 A He was teaching physiology and --
10 O'Connor.

11 Q Again, we're talking about August of
12 '98 at this point?

13 A Yes.

14 Q Was he subsequently replaced by a
15 full-time dean when you were still enrolled?

16 A A full-time dean was hired, Ron Hobbs.

17 Q Do you recall when that was?

18 A Spring of '99 about.

19 Q And is that the dean that you're
20 referring to in 5A when you say the dean later
21 appointed, like many of the faculty, did not hold
22 a recognized degree in the United States within
23 the field of naturopathic medicine?

24 A No.

25 Q You're referring to a different dean?

1 A Yeah. Rob Hobbs either quit or
2 resigned, and then we didn't have a dean again;
3 and they hired Peter Martin who in terms of the
4 professional background that's applicable in the
5 U.S., he is a chiropractor, a DC.

6 Q You believe that renders him not
7 qualified to be dean of this school?

8 A Yes.

9 Q What's your basis for that?

10 A I do not think he understands the
11 contents of the curriculum. He was educated in
12 the U.K. in what's called naturopathy, but it is
13 entirely different in content. It is not a
14 physician-ship, and the curriculum is not a
15 four-year curriculum that prepares you to be a
16 U.S. M.D. He couldn't sit for the licensure
17 exam.

18 Q You believe only someone who holds
19 that license would be qualified to be dean of the
20 school?

21 A I would think accreditors would want
22 the profession to be taught by that profession.

23 Q But what if the accreditors had no
24 such requirement?

25 A I still don't think it would be

1 acceptable. It's not seen in other professions
2 that somebody who has no background or hasn't
3 gone through that degree gives that degree out
4 and governs the curriculum.

5 Q You also say in Paragraph 5A, that
6 many of the faculty who had been promised were
7 not affiliated with the university?

8 A The amount of fly by night part-time
9 -- adjunct part-time instructors was most of the
10 faculty, and most of them had no experience
11 teaching. They were just graduated themselves.

12 If they had an M.D., which was very
13 rare -- most of them are chiropractors, and very
14 few people were actually employees of the
15 university on a full-time basis like a
16 professional educator.

17 And a lot of the NEASC standards state
18 you can't run a curriculum that is, you know, so
19 far into part-time people that it just -- there's
20 no stability -- there's no stability and the
21 staff doesn't have skills.

22 Q If Paragraph 5A suggests -- and tell
23 me if I'm reading incorrectly -- if it suggests
24 to me there were specific individuals that had
25 been promised to you to be on the faculty who

1 were not at the time you started, is that not a
2 correct reading of what you allege?

3 A We were told that we would be trained
4 by licensed naturopathic physicians. And when I
5 was trained in obstetrics and trained in
6 gynecology, trained in neurology, and I was
7 trained in lab diagnosis, they weren't
8 naturopathic physicians. They were -- actually
9 were chiropractors.

10 And other courses -- other course in
11 which no people were teaching us how to
12 clinically do things that they by license cannot
13 do, so it was an on paper sort of hack job.

14 Q But just to get back to my question --
15 it's not as if at the time you enrolled somebody
16 said to you Professor Jones would be teaching, X,
17 Y and Z and when you enrolled, Professor Jones
18 was not there?

19 A No, there's no specific personalities
20 or people.

21 Q What you're referring to in Paragraph
22 5A is qualifications?

23 A Qualifications, experience, and
24 professionals who would be mentors.

25 Q Does it indicate anywhere in the

1 course catalog you have in front of you that
2 certain classes were going to be taught by people
3 holding certain licenses?

4 A There are some things in here about
5 clinic people under whose license we work in
6 clinic would be at least licensed in some form of
7 health care.

8 Q But aside from the clinic, the
9 academic course?

10 A No, I don't believe -- I'd have to
11 look further. I don't recall anything saying
12 that, you know, this section is only for this
13 type of credential.

14 Q Since you mentioned the clinic, let me
15 follow-up on that.

16 Was the clinical aspect not taught by
17 the people holding licenses?

18 A There was no teaching in clinic.

19 Q You just indicated it says something
20 about how the clinic --

21 A You go there, and there would be an
22 attending doc who was an M.D., if you saw a
23 patient technically under their license. So
24 there were people staffing the clinic who were
25 licensed.

1 Q Were there people staffing the clinic
2 who were not licensed?

3 A I wouldn't know that.

4 Q Do you have any reason to believe that
5 there were people who were not licensed?

6 A I saw things done that were not
7 acceptable forms of health care, but I can't tell
8 you what I would not know.

9 Q In Paragraph 5B, you allege that many
10 of the courses listed by the defendant were not
11 offered and of those which were offered, many
12 were terminated before the end of the term or met
13 at different times or did not met regularly?

14 A Yes.

15 Q When you're referring to the courses
16 listed by the defendant, are you referring to the
17 courses listed in the course catalog?

18 A Yes.

19 Q Is it your position that every course
20 listed in the course catalog has to be offered?

21 A The content has to be offered; but
22 every semester does have -- classes have to be
23 offered. That's not what I was pointing
24 towards.

25 They have had admissions every

1 semester, so everything got offered every
2 semester; but then it was cut back to every fall
3 only. There would be admission to some things
4 that were only offered once a year.

5 Q So it's more a matter of the frequency
6 which courses were offered or the fact they
7 weren't offered?

8 A No. If a course was offered, it's for
9 a good portion -- ten, fifteen courses that I
10 took with fifteen other people, they were cut
11 short. Twenty percent, thirty percent or forty
12 percent of the time we were supposed to meet, and
13 we did not get contact.

14 Q You're answering a different question.
15 I asked if there were courses that simply weren't
16 offered at all?

17 A Their curriculum has changed, so if
18 you look at the curriculum, the book now for
19 2002/2003, there would be slightly different
20 classes in it, so some of these courses don't
21 exist anymore in the curriculum.

22 Q Is that what you're referring to when
23 you say that many of the courses listed by the
24 defendant were not offered?

25 A Well, they offered them, but not as

1 that course. If any -- say gynecology is 54
2 hours, that's not the course that was offered.

3 Q What was offered instead?

4 A I took a gynecology course which only
5 met -- only met six times in the semester when
6 it's an eighteen week semester that's supposed to
7 meet once a week.

8 I dropped it. I had the dean sign off
9 on it. I dropped that course because it's not a
10 54 hour gynecology course. That's not the course
11 that was offered. There are about fifteen
12 courses like that.

13 Q It's your position that for lack of a
14 better description, the names of the courses were
15 offered, but your dispute is that the course as
16 described in the catalog wasn't offered because
17 it was offered with fewer hours?

18 A Fewer hours and thus the context
19 didn't happen.

20 Q I don't know whether or not the
21 context happened, so I'm just asking you?

22 A As best I can to describe, those are
23 the minimum hours that the CNME requires in these
24 areas --

25 Q How do you know that?

1 A -- to sit for the exam -- because
2 that's what we were told.

3 Q By whom?

4 A The school.

5 Q By whom at the school?

6 A The assistant dean, Anthony Ross, who
7 is not there anymore.

8 Q Do you have any other independent
9 knowledge that, for example, a gynecology course
10 with less than 54 hours is not sufficient for
11 accreditation?

12 A I just know professors were fired
13 because the courses were not meeting for the
14 minimum hours.

15 Q How do you know that's why they were
16 fired?

17 A I talked very intimately with the
18 assist dean, Carol Yoon. She's been there from
19 the beginning, and she knows that the first
20 couple of semesters people that came out of the
21 school have been abused. They didn't get what
22 they were supposed to get. The first four people
23 that sat for the board exam, only one passed.

24 Q Would they have been allowed to sit as
25 you understand it if the school had not met its

1 requirements in terms of what it had to offer?

2 A I don't know what the CNME would
3 allow. Our school's dean sits on the CNME. I'm
4 not sure what the CNME doesn't allow because
5 they're rather shady.

6 Q Is it fair to say that you have to
7 satisfy some academic criteria in order to even
8 sit for the boards?

9 A Yes. The only thing they seem to be
10 able to control are hours.

11 Q Who are they?

12 A The CNME. They say do these hours,
13 this is the outline for content.

14 Q In 5C you indicate the clinical
15 program frequently held clinical sessions at
16 which clinical experiences took place?

17 A Yes.

18 Q Could you explain what you mean by
19 that?

20 A In other words, to get out of the
21 clinic, you had to sit for -- to be in clinic
22 along the lines of sixteen hundred hours and
23 finish that, get all the competencies down in the
24 clinic manual.

25 I sat in clinic going in for more than

1 six months over the course of at least two or
2 three semesters in which I would go for four
3 hours every day and do nothing, not see any
4 patients, not learn anything. I'd just sit at a
5 desk, and they call that clinic.

6 Q Were there no patients there?

7 A There were patients.

8 Q Did you ask to see the patients?

9 A I tried to be -- I mean the thing is
10 the patients are assigned to students on a big
11 board by overseeing docs who are the ones who
12 decide who sees who. And there was a pecking
13 order.

14 If you do not see a lot of patients,
15 then you were first on the list for the next
16 possible contact; but I sat around in clinic
17 scores of months, and basically I was not in
18 clinic. I was paying tuition to sit at a desk.

19 Q Were there any students that would
20 see patients?

21 A There were students who were favored
22 who were given patients by the docs that --
23 whatever friendship they had. But I came in to
24 do what was supposed to be done. I was ready. I
25 brought my medical bag with all my medical tools,

1 and I never saw patients.

2 Q Did you bring this to people's
3 attention?

4 A If you sat in front of someone three
5 feet away from you and you're sitting in there
6 four hours and you're not doing anything --
7 they're the teacher. It's their job to run that
8 scene.

9 Q Did you complain to any of the deans,
10 the assistant dean?

11 A I was never advised in clinic. We were
12 supposed to meet once a semester with your clinic
13 doctor, advisor to see how things were going. I
14 spent three or four semesters in clinic. I was
15 never advised.

16 Nobody said, hey, we have to meet.
17 Nobody from the assistant dean's side ever met
18 with me and said, look, you're no longer a
19 regular student here because you dropped a class.
20 How are we going to get you out or here's the
21 credit course plan for you. That never happened
22 for semester and semester and semester.

23 And sitting with the dean -- I sat
24 down with the dean and -- in April, and I had
25 sent a couple of memos his way. He read them,

1 and he told me at that meeting he had read them.

2 The only thing he asked me was do I
3 want to transfer to the chiropractor college or
4 do I want to transfer to another naturopathic
5 school.

6 He did not say to me how do we work
7 this. He did not say any of those things. He
8 did not want to talk; therefore, no talk. I was
9 never advised about anything.

10 Q Is this Peter Martin you're referring
11 to?

12 A Yes.

13 Q I'm going to ask you to back up. I
14 think you jumped topics. I was only asking about
15 the clinical experience, whether there was
16 anybody on the dean's side that you complained to
17 that you perceived to be a lack of clinical
18 experience?

19 A I think we realized as we went through
20 this --

21 Q You keep saying we. Who are you
22 referring to?

23 A As cohorts, the group I went with.
24 This is a group of cohorts, the people that came
25 in with a lot of promises made to them.

1 And so a lot of deans disappeared, and
2 there was no chance for dialog. I knew I
3 couldn't talk to the dean, especially when I
4 finally met with him, I realized this is it.
5 There's just no way to talk because you don't see
6 these as issues to talk about.

7 I sat with him. I said to Tony Ross
8 the assistant dean in the hall, and he never
9 pulled me aside to go to his office and try to
10 get registered. I had to pick all the classes
11 myself. Just didn't really pay much attention to
12 anything.

13 Q In 5D you say that because of the
14 widespread and pervasive deficiencies in the
15 program, it was not possible to obtain a complete
16 education in the field in a four-year full-time
17 course of study?

18 A Yes.

19 Q What's your basis for saying that?

20 A The way the curriculum worked was you
21 took about nine classes a semester; and four
22 years, that would be eight semesters.

23 In my fifth semester, I dropped
24 obstetrics and gynecology because they weren't
25 meeting. And the dean signed that paper, and I

1 was no longer able to do things in four years.

2 I was not going to have on my
3 transcript a gynecology/obstetrics course which
4 this catalog says 54 hours which only met for 25
5 or something, and the transcript would be a lie
6 because it would have the credit for -- I dropped
7 those courses.

8 Once you no longer are in that track,
9 it couldn't be finished. The curriculum was too
10 jammed with nine classes to try and fit something
11 in.

12 So I began trying to pick and choose.
13 I couldn't rely on Tony Ross because he wouldn't
14 even put my papers in to get registered. I had
15 to grab them out of his hands and weeks into the
16 semester arrange to bring them off to the
17 registrar myself, and I felt like I was being
18 hidden in the curriculum.

19 Q To the best of your knowledge, were
20 there other students that were able to complete
21 the program in four years?

22 A There were students that went through
23 it and accepted its deficiencies.

24 Q And graduated?

25 A And graduated, but their transcripts

1 are not what is in this. (Indicating.) They did
2 not meet for those hours. Those transcripts are
3 lies. They don't have the contact hours.

4 If there was an accounting, they would
5 have not qualified for the CNME exam.

6 Q But they did?

7 A They did because the school closed
8 their eyes to the deficiencies and let them sit
9 because it needs to build people out there.

10 Q So there were people that started the
11 program with you that finished in four years?

12 A They finished in four years.

13 Q And sat for the exam?

14 A And sat for the exam. And I would not
15 ruin my transcript with lies on it because the
16 accounting is not there, the hours, the credit
17 weight. The completion of the true standards
18 didn't happen.

19 Q Which, I guess, leads us into 5E where
20 you say many courses did not meet the minimum
21 number of hours required by national and regional
22 standards within the field of naturopathic
23 medicine?

24 A Yes.

25 Q This, again, is based on your

1 understanding of what the requirements are?

2 A Well, they're the hours they were
3 writing in the catalog and the CNME oversight.
4 We assume this is the minimum at least of what we
5 were supposed to be given.

6 Q Why did they assume that?

7 A They were very upset when the courses
8 were not meeting. The administration were not
9 paying attention to the teachers until it took
10 fifteen of us to walk into the dean's office to
11 threaten -- you know, the professor who was
12 teaching gynecology and obstetrics wasn't -- it
13 was Christine Gerard-Catour, and they almost had
14 her -- the students basically said, look, we
15 haven't seen her in almost a month and a half.
16 We're supposed to be meeting every week. So some
17 people just accepted that.

18 Q The credit hours that are referenced
19 in the catalog, have you ever compared those to
20 any sort of national or regional standards to see
21 whether or not they were actually what was
22 required?

23 A I know that our curriculum was
24 blueprinted off the National College of
25 Naturopathic Medicine because Dr. Brett who was

1 kind of the physician of the time kind of put
2 this stuff together and Dr. Sensenig, and it just
3 -- if you look at the naturopathic colleges, this
4 is the basic curriculum, is four and a half
5 years.

6 Q I hear you, but at the risk of
7 repeating by me, you say that you allege in this
8 lawsuit that the courses did not meet the minimum
9 number of hours required by the national and
10 regional standards.

11 I'm asking you to really tell me what
12 your basis is for saying that? Have you looked
13 at any national or regional standards? Have you
14 compared them?

15 A The CNME outline has the hours of
16 contact in it. That's considered the national
17 standards.

18 Q How do you know --

19 A Because they're the professional
20 accreditor.

21 Q Have you reviewed that?

22 A I have had them, and I -- we would
23 laugh at what we were not getting for a while.

24 Q In 5F you said placement in the
25 offices of naturopathic physicians for mandatory

1 preceptoring was not provided during the first
2 three years that you were a student.

3 First, if you could just describe to
4 me what your understanding of mandatory
5 preceptoring is?

6 A Part of getting signed out of clinic
7 was to spend time in physician's offices. That
8 was the mandatory preceptors. That was a certain
9 amount of time.

10 That's what they mean by mandatory
11 preceptoring, basically, just being there in the
12 physician's office.

13 Q Your allegation is that was not
14 provided?

15 A We -- I was never advised. No one said
16 how is preceptoring going. Have you done it yet.
17 Nobody said here's the list of docs that are in
18 the area that we think you should call.

19 The preceptoring was just basically
20 left to you; and since so many students were
21 looking for it in the first place, that -- there
22 was no facilitation towards that. There was no
23 way to finish the clinic competency. You linger
24 and you stay around for a while, and they get
25 more tuition basically.

1 Q Was there a certain number of hours of
2 this preceptoring that was required in order for
3 you to graduate?

4 A There was a certain number of hours
5 per physician and a cumulative certain number of
6 hours for preceptoring.

7 Q And presumably people that did
8 graduate from the program satisfied these hours?

9 A I don't know. I don't know, but a lot
10 of hourly requirements that graduates have are
11 highly in doubt.

12 Q In your opinion?

13 A In my opinion docs are signing off on
14 those hours and they have a reputation, so I
15 don't know.

16 Q How do you believe you've been
17 damaged?

18 A I've spent probably ten years of my
19 life working towards this -- and including being
20 at this school. My transcript has a bunch of lies
21 on it. I have an impeccable transcript at other
22 schools. Now I have three credits that should be
23 one credit and all the other stuff going on.

24 I'm embarrassed to have gone to a
25 school that called itself health science and what

1 I get is a whole bunch of cultic mystical
2 weirdness.

3 I have put a lot of money into this. I
4 have a lot of student loans and I'm a
5 professional educator. This degree has become a
6 farce.

7 I need a degree to teach what I teach.
8 My professional track is also screwed up now, and
9 it's just been the most bazaar experience ever.

10 People assume you go to a regionally
11 accredited university and you get a certain
12 amount of what's considered reasonable educating,
13 and guidelines are held to -- this is not -- I
14 feel like I went to school in the third world
15 and just got a rubber diploma, nothing real about
16 it.

17 You know, I've been to graduate school
18 at other schools, and I've been an independent
19 learner; but this is not like that. This is
20 bazaar, rather bazaar.

21 Q When you say that you need a degree to
22 teach what you currently teach, what degree do
23 you need?

24 A I need a qualification as a health
25 care practitioner. My track as it stands right

1 now, I have the state of Connecticut reviewing my
2 transcripts for potential public school teacher
3 licensure, and this University of Bridgeport
4 stuff is part of that. I don't know what to tell
5 the state.

6 I mean, I can show you a transcript
7 from my bachelor's degree and it said this is
8 what happened. Sure, we missed one mandate. Now
9 the state has to build possible teacher licensure
10 around that, and now I have to say to them --
11 what do I say to them? If I don't say anything,
12 am I lying?

13 Q What are you currently teaching that
14 you believe you don't have the appropriate --

15 A I teach medicine, I teach medical
16 assisting. I train students to work in doctor's
17 offices. I train them in science, the concepts.
18 I train them in doing laboratory stuff, pulling
19 blood, taking measurements, doing histories and
20 thinking medically.

21 Q Without a degree, you're able to do
22 that?

23 A If I don't have the degree, I'm just
24 not -- I'm not qualified to teach it.

25 Q In which case the students who are

1 currently taking the classes that you teach might
2 claim that the school breached its contract they
3 had by allowing you to teach them; wouldn't that
4 be the same claim that you're making here?

5 A No.

6 Q Why not?

7 A Because I teach in a private school.
8 I teach a limited scope. I teach -- I have
9 higher standards than anybody else teaching the
10 same type of curriculum in terms of my
11 transcripts, and there's a big difference between
12 me -- see, I can't have a student even pull
13 veinous blood in the classroom, so what they
14 learn is a beginning; but they learned it. They
15 were taught it.

16 And I need the qualifications to be a
17 teacher in the long career track for myself as
18 well, not just what I'm currently doing.

19 Q What do you understand has motivated
20 -- that you believe to be the university's
21 conduct in this whole situation?

22 A I can't guess motivation.

23 Q Do you think the university was out to
24 hurt you or other students?

25 A I do not know intent. I don't know

1 what the motivations are. I can only describe
2 what has happened and the effects.

3 MR. KATZ: I have nothing further.

4 MS. ENGSTROM: I have a couple of
5 questions.

6 CROSS-EXAMINATION

7 BY MS. ENGSTROM:

8 Q You said that there are particular
9 courses that you paid for, you signed up for
10 courses, you paid for the courses, and the
11 teachers did not show up for parts --

12 A Right.

13 Q -- the full hours --

14 A Uh-huh.

15 Q -- that were listed in the course
16 description?

17 A Right.

18 Q Can you try to just take a minute and
19 think about which courses those were?

20 A In terms of not meeting?

21 Q I just want you to try and take a
22 minute -- yes -- list them out for us, and they
23 may be different in terms of --

24 A I can look at the notes I have.

25 Q Take a few minutes, yes.

1 A I can list them by semester. And my
2 notes -- this is actually itemized from the
3 catalog under semester based curriculum. And
4 what I have it listed as is courses that I didn't
5 get the prescribed hours in a huge way over the
6 expanse of years.

7 Spring of '99, naturopathic history
8 and philosophy and physician heal thyself. Spring
9 of 2000, clinical physical diagnosis two, and
10 emergency procedures both taught by Mark Garbaer.
11 The previous two were taught by Ron Hobbs.

12 Q Who is this teacher that did not show
13 up at the required time?

14 A Hobbs was the dean at the time and the
15 class wasn't meeting.

16 Fall of 2000, the
17 obstetrics/gynecology that I dropped. Spring of
18 2001, endocrinology which was taught by
19 Dr. Friedman who no longer teaches. Most of
20 these people are not there anymore.

21 Fall of 2001, I specifically -- for
22 this class, every -- almost 95 percent of all the
23 meetings, I was very careful to write down notes
24 about what happened. So for gastroenterology, I
25 think, we only met -- I'll guesstimate about

1 seven or eight times out of something that had to
2 be about sixteen times.

3 Another course I took that semester in
4 the fall of 2001, thesis one. Now, my advisor
5 was Tony Ross, the academic dean, and he never
6 met with me, my thesis advisor.

7 And then I saw him the next semester,
8 and I said to him, how's my thesis advising
9 going? He said to me, I guess, you slipped under
10 the radar.

11 Spring of 2002, pharmacology one, and
12 homeopathy two. That's at least eleven classes
13 over the course of three years.

14 Q Now, did you ever receive any refunds
15 or how was that handled financially?

16 A I've been paying full-time tuition for
17 every semester, and I was not refunded. And when
18 I cut back my class load to half the amount of
19 classes trying to pick and choose, I was still
20 charged a full load.

21 Because I was cutting back, it was
22 probably going to take me at least three or four
23 more semesters to get out of the school.

24 Q You were charged the full semester
25 twice even though you were taking less than

1 the --

2 A Right. There would be a different
3 credit rate for part-time, and it would be like
4 two -- twice as much as a credit price to inflate
5 up to that same price. It just inflates. I was
6 never refunded for courses I dropped.

7 Q Did they have a financial aid office
8 that you used?

9 A It's an -- I guess a single service
10 for all the university.

11 Q Who's the person that you worked with
12 at U.B. on financial aid or who would be the
13 person that would be aware of those financial
14 issues is my question; do you know?

15 A I went to the bursar when I dropped
16 those two courses because they weren't meeting
17 because I had to submit it to him; otherwise,
18 they would have turned into F's. I didn't want
19 F's on my transcript for not having done the rest
20 of the semester.

21 He asked me, why are you dropping
22 those classes? He knows that you're on a
23 four-year track. If you break it, you're really
24 screwing things up. And I told him the courses
25 are not meeting, and he seemed shocked.

1 Q Who is that -- who's the bursar; do
2 you remember his name?

3 A No, I don't. He was the person of the
4 time. I don't think he still is there.

5 Q What year was this?

6 A The time I met him would be the fall
7 of 2001. Actually -- sorry -- it would be the
8 fall of 2000.

9 Q And then you mentioned that fifteen
10 students complained to the dean?

11 A Yeah. We had the cohorts -- my
12 initial cohort group, students. I tracked with
13 anyone I could tell, especially about the
14 obstetric and gynecology. It was so bad that --
15 here's a very civil group of people who kind of
16 did something and complained and stuff.

17 Q But you're saying the administration
18 was clearly aware --

19 A Yeah. They might not be able to be
20 fined, but they know a lot.

21 Q Who did you meet with when you went to
22 complain?

23 A The person I met with was the dean.
24 That was 2000. I'm not sure which dean it was, if
25 Hobbs was still there. I can't remember.

1 I know that I wrote letters after each
2 semester to the dean informing them of the
3 deficiencies, and I know he got them because he
4 told me he did.

5 Q Which dean was that?

6 A Mostly Dean Martin. I told him about
7 gastroenterology almost never meeting. That was
8 Professor Vaughn Bowman.

9 Q Okay. So what's your status now as
10 far as your loans? Are you still obligated on
11 those loans?

12 A Yes.

13 Q Can you just give us an idea how much
14 the loans are from the University of Bridgeport?

15 A Estimating, about \$70,000.

16 MS. ENGSTROM: I have no further
17 questions.

18 MR. KATZ: I just have a couple of
19 follow-up based on your most recent testimony.

20 REDIRECT EXAMINATION

21 BY MR. KATZ:

22 Q The eleven classes that you described
23 that you did not complete, I guess, is what I
24 would say, were those classes terminated or did
25 you personally withdraw from them but other

1 people completed what the school was offering at
2 the time?

3 A No. The sessions were cut back. The
4 professor just did not show up.

5 Q But did people get credit for going to
6 those classes?

7 A They got credit for going to those
8 classes.

9 Q As far as the tuition is concerned, do
10 you know when the School of Naturopathic Medicine
11 allows for part-time --

12 A They --

13 MS. ENGSTROM: Wait until he
14 finishes the question.

15 BY MR. KATZ:

16 Q I was wondering if they allowed for
17 part-time matriculation in the School of
18 Naturopathic Medicine specifically?

19 A They let me do it. And at orientation
20 for new students, Dr. Ross spoke that the degree
21 could take full-time four years.

22 And he said something surprising at
23 the time because we all thought it was only four
24 years. He said it could take as long as seven
25 years if a person, you know, was choosing to do

1 that.

2 Q Maybe I didn't ask the question in the
3 most artful way. When I was referring to
4 part-time matriculation, I was referring to the
5 full-time and paying on a per credit basis?

6 A I think I was paying per credit once
7 the credit load for the semester was below
8 sixteen credits, and that was -- like it was
9 double the credit cost, so it would just bring it
10 back up to the full-time tuition even though I
11 was taking half time course work.

12 Q But were you actually being billed on
13 a per credit basis?

14 A I believe there was a couple of
15 semesters where I'm a couple of hundred dollars
16 short of the cost of a full load; but basically
17 it's inflated up into a full-time, twice the
18 amount, within a grand or something.

19 Q When you say inflated up, I'm trying
20 to understand -- you were charged on a per credit
21 basis of say "X" dollars per credit; but you're
22 saying that if you took half the normal credit
23 load, that number of credits times "X" dollars
24 equal roughly what full-time tuition was?

25 A Yes.

1 Q Did you at any point in time ask
2 anyone for a refund or reimbursement for any
3 tuition that you paid?

4 A No.

5 MR. KATZ: I have nothing further
6 at this time.

7 (Whereupon the deposition of
8 Robert J. Cullen was concluded at 12:57 PM.)

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1 CERTIFICATE

2
3
4 STATE OF CONNECTICUT

5 ss: FAIRFIELD

6 COUNTY OF FAIRFIELD
7

8 I, Linda M. Festa, a Notary Public in and
9 for the State of Connecticut, duly commissioned
10 and qualified and authorized to administer oaths,
11 do hereby certify that I was attended at the law
12 offices of Cohen and Wolf, PC; 1115 Broad Street;
13 Bridgeport, Connecticut, on December 20, 2002
14 starting at 11:45 AM by counsel for the
15 respective parties as appears in the
16 herein-entitled cause and the deponent named in
17 the foregoing deposition, to wit: ROBERT J.
18 CULLEN; that said deponent was by me duly sworn
19 and thereupon testified as appears in the
20 foregoing deposition; that said deposition was
21 taken stenographically by me in the presence of
22 counsel for the respective parties and reduced to
23 typewriting under my direction; that the
24 foregoing is a true and correct transcript of the
25 testimony.

1 I also certify that I am neither of counsel
2 nor attorney to either of the parties to said
3 suit, or of either counsel in said suit, nor am I
4 interested in the outcome of said cause.

5 Witness my hand and Seal as such Notary
6 Public at Fairfield, Connecticut, this 26th day
7 of December, 2002.

8
9
10 
11 -----

12 LINDA M. FESTA
13 NOTARY PUBLIC
14 My Commission Expires:
15 October 31, 2006
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I N D E X

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NOTE:

Defendant's counsel retained original exhibits.